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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BOARDS OF TRUSTEES OF THE
LOCAL 191 I.B.E.W. HEALTH AND
WELFARE TRUST FUND; LOCAL 191
I.B.E.W. MONEY PURCHASE PLAN;
NORTHWEST WASHINGTON
ELECTRICAL INDUSTRY JOINT
APPRENTICESHIP & TRAINING
TRUST; NATIONAL ELECTRICAL
BENEFIT FUND; LABOR
MANAGEMENT COOPERATION
COMMITTEE FUND; DISTRICT NO. 9
PENSION PLAN; and I.B.E.W. LOCAL
191,

NO.

COMPLAINT FOR BREACH OF COLLECTIVE BARGAINING AGREEMENT

Plaintiffs,

V.

M.D. MARINE ELECTRIC, LTD., a
Washington Corporation, UBI No.
602006007, Contractor's License No.
MDMARME851U5.

Defendant.

For their complaint, plaintiffs allege as follows:

COMPLAINT FOR BREACH OF COLLECTIVE BARGAINING AGREEMENT – 1

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1 I. PARTIES & JURISDICTION

2 1. Plaintiffs are the Boards of Trustees of the Local 191 I.B.E.W. Health and
3 Welfare Trust Fund, the Local 191 I.B.E.W. Money Purchase Plan, the Northwest
4 Washington Electrical Industry Joint Apprenticeship and Training Trust, the National
5 Electrical Benefit Fund, Labor Management Cooperation and Committee Fund, and District
6 No. 9 Pension Plan (collectively, “Trust Funds”).

7 2. The Trust Funds are joint labor-management trust funds under Section 302(c)
8 of the Labor Management Relations Act (“the Act”), 29 U.S.C. § 186(c) and the Employee
9 Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. §1001 *et. seq* as amended. The
10 Trust Funds bring this action pursuant to sections 502(a)(3) and 515 of ERISA, 29 U.S.C.
11 §§1132(a)(3) and 1145.

12 3. I.B.E.W. Local 191 is a Washington-based employee organization as defined
13 by the Act. Local 191 is the exclusive collective bargaining representative on behalf of
14 certain employees of M.D. Marine Electric LTD (hereafter “MD Marine”) residing in the
15 State of Washington.

16 4. MD Marine is engaged in business within the jurisdiction of this Court, and
17 such business affects commerce within the meaning of Section 301(a) of the Act.

18 5. MD Marine’s principal place of business is located at 672 East 11th Street,
19 Tacoma, WA 98421.

20 6. Jurisdiction over defendant is conferred by Section 301(a) of the Act and
21 Sections 502(g)(2) and 515 of ERISA. 29 U.S.C. §§1132(g)(2) and 1145.

22 7. This court has subject matter jurisdiction pursuant to Section 502(a)(3) of
ERISA, 29 U.S.C. 1132(a)(3).

COMPLAINT FOR BREACH OF COLLECTIVE
BARGAINING AGREEMENT – 2

II. VENUE

8. The Trust Funds are administered in King County, Washington.

9. Pursuant to Section 502(e)(2) of ERISA, 29 U.S.C. §1132(e)(2), venue is appropriate in the Division of Seattle, King County, Washington.

III. FIRST CAUSE OF ACTION: BREACH OF COLLECTIVE BARGAINING AGREEMENT

10. Plaintiffs re-allege the facts set forth in paragraphs 1 through 9 above as if stated fully herein, and further allege as follows:

11. At all times material, MD Marine was signatory to a collective bargaining agreement (“CBA”) with the Trust Funds and the applicable Trust Agreements which were incorporated therein by reference.

12. The CBA and Trust Agreements require MD Marine to make contributions to the plaintiffs on behalf of covered employees.

13. MD Marine has employed employees for whom employee benefit contributions or withheld wages are due under the CBA. Defendant has failed and refused to timely make required monthly contributions for such employees to the plaintiffs.

14. MD Marine owes plaintiffs \$7,524.60 in contributions for June 2018.

15. MD Marine owes plaintiffs an unknown amount in contributions for August 2018 through current to be proven on motions or at trial.

16. Under the terms of the Trust Agreements creating the trust funds and ERISA §502(g)(2), MD Marine is obligated to pay liquidated damages, interest, reasonable attorney's fees, and costs and expenses of suit to be determined upon motions at trial.

17. MD Marine also owes plaintiffs \$9,159.05 in liquidated damages, \$456.60 in interest, and an unknown amount in attorney's fees and costs for late payments made during the period of February through June 2018.

18. MD Marine also owes plaintiffs an unknown amount of liquidated damages, interest, attorney's fees and costs for the delinquent period of August 2018 through current to be proven on motions or at trial.

IV. PRAYER FOR RELIEF

Plaintiffs pray for judgment as follows:

- A. For judgment against M.D. Marine Electric, LTD for \$7,524.60 in contributions for June 2018;
 - B. For judgment against M.D. Marine Electric, LTD for all contributions found to be due and owing to plaintiffs for August 2018 through current;
 - C. For judgment against M.D. Marine Electric, LTD for \$9,159.05 in liquidated damages, \$456.60 in interest, and attorney's fees found to be due and owing for February through June 2018;
 - D. For judgment against M.D. Marine Electric, LTD for liquidated damages, interest, and attorney's fees found to be due and owing for August 2018 through current;
 - E. For liquidated damages, interest, reasonable attorney fees and costs, and expenses of suit; and
 - F. For such other and further relief as this court deems just and equitable.

COMPLAINT FOR BREACH OF COLLECTIVE BARGAINING AGREEMENT – 4

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1 DATED this 25th day of October, 2018.
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2 /s/ Douglas M. Lash
3 Douglas M. Lash, WSBA # 48531
4 McKENZIE ROTHWELL BARLOW
5 & COUGHRAN, P.S.
6 Attorneys for the Plaintiffs
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COMPLAINT FOR BREACH OF COLLECTIVE
BARGAINING AGREEMENT – 5

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